92150655

ADDITIONAL INDENTURE

THIS ADDITIONAL INDENTURE is made and entered into as of this 5th day of March, 1992, by and between **CMD CONSTRUCTION COMPANY**, a Delaware corporation ("**Grantor**") and **HEI REALTY, INC.**, a Delaware corporation ("**Grantee**").

WHEREAS, Grantee is the owner of certain real property situated in the City of Chicago, County of Cook and State of Illinois, described on Exhibit A attached hereto and hereby made a part hereof ("**Benefitted Property**"); and

WHEREAS, Grantor is the owner of certain real property situated in the City of Chicago, County of Cook and State of Illinois, and described on Exhibit B attached hereto and made a part hereof ("**40th Street Easement Area**"); and

WHEREAS, Grantor is the successor-in-interest to the Central Manufacturing District and its trustees as the grantor under that certain Deed to United Biscuit Company of America, a Delaware corporation, dated September 5, 1945 and recorded September 17, 1945 as Document 13599421 ("**Original Indenture**"), which Original Indenture provided, among other things, for certain easements of passage and otherwise ("**Original Easements**") through the private streets known as South Karlov Avenue and District Boulevard ("**Original Easement Area**"), as more particularly described in the Original Indenture, which Original Easements are appurtenant to and benefit the Benefitted Property; and

WHEREAS, the Original Indenture also sets forth in Article III thereof, certain covenants and agreements relating to the maintenance of the Original Easement Area and the sharing of the cost of such maintenance; and

WHEREAS, Grantor desires to supplement the Original Indenture with respect to the Benefitted Property only by adding the 40th Street Easement Area to the Original Easement Area, and Grantor and Grantee desire to extend the effect of the covenants and agreements of Article III of the Original Indenture to include the 40th Street Easement Area, as herein set forth.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, and in further consideration of the mutual covenants and agreements herein contained, the parties hereby covenant and agree as follows:

1. Grantor hereby gives and grants to Grantee, its successors, grantees and assignees, jointly with any others to whom it or its predecessors in interest or its successors and assigns may heretofore or hereafter have granted or grant similar rights, and the successors, grantees and assigns of such parties, an easement in perpetuity on, in, over and across the 40th Street Easement Area, for use as and for a private street and for all lawful purposes of passage along the same and of ingress and egress to and from the Benefitted Property and as an appurtenance to the Benefitted Property.

2. The Grantee herein covenants and agrees for itself, its successors and assigns (while and to the extent the same is the owner or are the owners from time to time of the Benefitted Property or portions thereof), as a covenant running with the land, that the Benefitted Property and the 40th Street Easement Area shall be and hereby is made subject to the covenants, conditions and reservations of Article III of the Original Indenture, and that the 40th Street Easement Area shall be and hereby is with respect to the Benefitted Property only, added to and made a part of the Original Easement Area for all purposes under Article III of the Original Indenture, such that the provisions of such Article III of the Original Indenture shall apply to the Original Easement Area and to the 40th Street Easement Area in the same manner and with the same effect as if the 40th Street Easement Area were a part of the Original Easement Area.

3. Grantor hereby reserves for itself, its successors, grantees and assigns, the right at any time to dedicate the 40th Street Easement Area or any part thereof to the public for use as and for public streets, whereupon this Additional Indenture shall be of no further force or effect with respect to the part thereof so dedicated, and Grantor and Grantee agree to execute such documentation as may be reasonably requested by either party to evidence the termination of this Additional Indenture with respect to the part thereof so dedicated.

4. In the event Grantee, or its successors, grantees and assigns, fails to pay as and when due those amounts required to be paid by it under the covenants contained in Article III of the Original Indenture as applied to both the 40th Street Easement Area and the Original Easement Area, such unpaid amounts shall, upon the filing of a notice by Grantor, or its successors, grantees and assigns, detailing the amount of the unpaid sum, the date the same was due, the legal description of the portion of the Benefitted Property with respect to which such payment was not made, and the address of the Grantor, or its successors, grantees and assigns, to which payment may be tendered, constitute a lien against the Benefitted Property, shall bear interest at the lower of (i) the maximum legal rate permitted by law in the State of Illinois, or (ii) 18% per annum, and may be foreclosed by appropriate legal proceeding, provided, that if such unpaid amount, together with interest thereon is paid, Grantor, or its successors, grantees and assigns, shall release such lien of record.

5. Grantee covenants and agrees for itself, its successors, grantees and assigns, as a covenant running with the land, that Grantee, its successors, grantees and assigns, shall not tap in or connect to any private sewer, water, drainage, gas, electric or other utility lines lying in or under either the 40th Street Easement Area or the Original Easement Area without first obtaining the prior written consent of Grantor, its successors, grantees and assigns. Grantor covenants and agrees for itself, its successors, grantees and assigns, that such consent shall not be withheld or delayed, provided, however, that any such consent may be conditioned upon Grantee, its successors, grantees and assigns, complying with the reasonable requirements of Grantor, its successors, grantees and assigns pertaining to such connection.

6. This instrument may be executed in separate counterparts, which together shall constitute one and the same fully executed instrument.

92150655

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first written above.

CMD CONSTRUCTION COMPANY,
a Delaware corporation

By: _____
Its: Vice President

HEI REALTY, INC.,
a Delaware corporation

By: _____
Its: _____

92150655

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first written above.

CMD CONSTRUCTION COMPANY,
a Delaware corporation

By: _____
Its: _____

HEI REALTY, INC.,
a Delaware corporation

By: _____
Its: President

92150655

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Theresa M. Shannon, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Randal J. Selig personally known to me to be the Vice President of CMD Construction Company, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of March, 1992.

Theresa M. Shannon
Notary Public

Commission expires: 6-19-93

"OFFICIAL SEAL"
THERESA M. SHANNON
Notary Public, State of Illinois
My Commission Expires June 19, 1993

92150655

STATE OF California)
) SS.
COUNTY OF Santa Barbara)

I, GENA H. HUMES, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JOHN E. BYRNE personally known to me to be the _____ President of ~~CMD Construction Company~~, a HEI Realty, Inc. Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ President, he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of March 1992.

Gena H. Humes
Notary Public

Commission expires: August 6, 1993

OFFICIAL SEAL
GENA H. HUMES
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SANTA BARBARA COUNTY
My Commission Exp. AUG. 6, 1993

92150655

EXHIBIT A

Lots 1, 2, 3 and 4 in Jenni's Resubdivision of part of Lot "B" in the Subdivision by the Circuit Court Commissioners in partition of that part of the Northwest 1/4 lying South of Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SE Corner of W. 40th St. & Karlov Av.
Chicago, Ill

19-03-201-005-0002

Prepared by & mail to:
Charles Schroeder
Sidley & Austin
One 1st Natl Plaza
Chicago, Ill.

92150655

COOK COUNTY
FILED
1992 MAR -9 PM 3:14

92150655

EXHIBIT Y

EXHIBIT B

That part of West 40th Street, a private street, defined as a strip of land, 66.00 feet in width, lying in Lots 'A' and 'B' of the subdivision recorded in book 59 of Plats, Page 32, as Document No. 1924571, extending easterly from the West line, extended north of Karlov Avenue (a private street), to its intersection with the West line of S. Pulaski Road, as widened. The North line of said strip is a line parallel with and 1086.00 feet north of the North line of re-established District Boulevard. The South line of said strip of land is a line parallel with and 66.00 feet south of the North line of said strip of land;

Also, that part lying south of and adjoining the South line of W. 40th Street, hereinbefore described, and west of and adjoining said West line of S. Pulaski Road, as widened, and which lies northeasterly of a straight line, extending southeasterly from a point on said South line of W. 40th Street, which point is 70.00 feet west of said West line of S. Pulaski Road as widened, to a point on the said West line of S. Pulaski Road as widened which is 70.00 feet south of said South line of W. 40th Street, in Cook County, Illinois.

PIN 19-03-201-026
Karlov Av West of 40th St, Chgo., Ill

92150655